

Elder Developments (Greyfriars) Limited

and

Reading Borough Council

Agreement

in respect of land at 20-30 Greyfriars Road, Reading, RG1 1NS
pursuant to Section 106 of the Town and Country Planning Act 1990
(and all other enabling powers)

Planning application reference number: PL/24/1501
IKEN Reference: 030490

Contents

1	Definitions	1
2	Interpretation	3
3	Legal Effect	4
4	Conditionality	4
5	Owner's Obligations	4
6	Council's Obligations	5
7	Agreements and Declarations	5
	Schedule 1 - Plans and Drawings	11
	Schedule 2 – The Development	12
	Schedule 3 – Affordable Housing	13
	Schedule 4 – Employment, Skills and Training	14
	Schedule 5 – Transport and Public Realm	18
	Schedule 6 – Health	20
	Schedule 7 – Leisure and Open Space	21
	Schedule 8 – Co-Living Units	22
	Schedule 9 – CCTV Connectivity	25
	Schedule 10 - Council's obligations	26
	Execution Page	27

Agreement

Dated 28th of August 2025

Between:

- (1) **Elder Developments (Greyfriars) Limited** (company registration number 15372068) of 3rd Floor Marlborough House, 298 Regents Park Road, Finchley, London N3 2SZ (the **Owner**); and
- (2) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the **Council**)

Background

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the borough of Reading in which the Application Land is situated.
- (B) The Owner is the registered proprietor of the freehold interest in the Application Land under HM Land Registry title number BK93257 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Parties have agreed to enter into this Agreement in order to facilitate the Development.
- (D) The Parties are satisfied that the planning obligations contained in this Agreement are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

1990 Act means the Town and Country Planning Act 1990;

Agreement means this deed of agreement;

Application means the application for the Planning Permission and given the reference number PL/24/1501;

Application Land means 20-30 Greyfriars Road, Reading, RG1 1NS being land against which this Agreement may be enforced as shown edged in red on drawing number GFR-DAA-XX-XX-DR-A-01000_P1, a copy of which is appended at Schedule 1 to this Agreement;

Approval means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services (or such other officer of the Council who is from time to time responsible for approving matters set out in this Agreement) to the Owner and **Approved** and **Approve** shall be construed accordingly;

Assistant Director of Planning, Transport and Public Protection Services means the Council's Assistant Director of Planning, Transport and Public Protection Services for the time being or such other officer as the Council may from time to time designate;

Building means (as the context permits) any building that comprises part of the Development and **Buildings** shall be construed accordingly;

Co-Living Units means the 266 studio units forming part of the Development to be used for Sui Generis co-living purposes;

Commencement means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Agreement only) not including any works of removing any above ground materials from the Application Land, demolition works, below ground works, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly;

Commencement Notice means a written notice to be served by the Owner upon the Council stating the proposed date of Commencement;

Contribution means each and every financial contribution (excluding the Council's legal fees and the First Monitoring Fee) that is payable by the Owner to the Council in accordance with this Agreement;

Council's Area means the administrative area of the Council;

Development means the development as set out in Schedule 2 to this Agreement;

Due Date means the date when a Contribution or sum of money (or any part of it) is required to be paid to the Council in accordance with the terms of this Agreement;

Effective Date means the date of this Agreement;

Expert means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

First Monitoring Fee means the sum of FIVE THOUSAND POUNDS (£5,000.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Index means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

Index Linked means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the Due Date;

Local Area means the Council's administrative area;

Monitoring Officer means the Council's monitoring officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Agreement;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any Building (or part of a Building) constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out, marketing and site security shall not constitute Occupation (and **Occupy, Occupied** and **Occupier** shall be construed accordingly);

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Planning Permission means planning permission for the Development pursuant to the Application;

Practical Completion means complete in all material respects such that it is fit for its intended purpose and available for use and Practically Completed shall be construed accordingly;

Reasonable Endeavours means that (subject to the other terms of this Agreement) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect, and to provide (on written request) evidence of the steps taken to fulfil the relevant obligation PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Second Monitoring Fee means the sum of FIVE THOUSAND POUNDS (£5,000.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Working Days means any day (other than Saturdays Sundays or public holidays in England) when banks in London are open for business.

2 Interpretation

- 2.1 Clause headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 2.4 Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.
- 2.5 Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 2.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 2.8 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation on a person to do something includes an obligation to procure that thing to be done.

- 2.9 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.11 Save as specified to the contrary any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 2.12 A reference to writing or written does not include faxes or e-mail.
- 2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

3 Legal Effect

- 3.1 This Agreement is made pursuant to:
- (a) section 106 of the 1990 Act;
 - (b) section 1 of the Localism Act 2011;
 - (c) section 111 of the Local Government Act 1972; and
 - (d) all other enabling powers,
- with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 7.2 (lapse) and 7.5 (release).
- 3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owner (including its successors in title and those deriving title from the Owner).
- 3.3 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights, powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity.

4 Conditionality

- 4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:
- (a) the grant of the Planning Permission; and
 - (b) the Commencement of the Development,
- save for Clause 7 which shall come into effect upon the Effective Date.

5 Owner's Obligations

- 5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedules 3 (Affordable Housing), 4 (Employment, Skills and Training), 5

- (Transport and Public Realm), 6 (Health), 7 (Leisure and Open Space), 8 (Co-Living Units) and 9 (CCTV Connectivity) of this Agreement.
- 5.2 The Owner covenants with the Council:
- (a) not to Commence unless and until it has served a Commencement Notice; and
 - (b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement in respect of the Development.
- 6 **Council's Obligations**
- 6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in Schedule 10 (Council's obligations) to this Agreement.
- 7 **Agreements and Declarations**
- 7.1 **Fees**
- 7.1.1 The Owner covenants with the Council:
- (a) to pay on or before the Effective Date:
 - (i) the Council's reasonable legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement; and
 - (ii) the First Monitoring Fee; and
 - (b) not to Commence the Development unless and until the Second Monitoring Fee has been paid to the Council.
- 7.2 **Lapse**
- 7.2.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to Commencement of the Development.
- 7.3 **Future Development**
- 7.3.1 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) that is granted or deemed to be granted (whether or not on appeal) after the date of this Agreement.
- 7.4 **Statutory Undertakers**
- 7.4.1 This Agreement shall not be enforceable against any statutory undertakers or utility providers (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing services to or for the Development or neighbouring developments.
- 7.5 **Release**
- 7.5.1 The Owner shall upon parting:
- (a) with its interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and

- (b) with the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.
- 7.5.2 The releases provided for in this Clause shall not apply to any prior or existing breach of this Agreement as at the date of disposal.
- 7.5.3 This Agreement shall not be enforceable against any:
 - (a) individual Occupier of a Co-Living Unit; and
 - (b) mortgagee or chargee unless it takes possession of the Application Land pursuant to the terms of the mortgage or charge in which case it will be bound by the obligations as if it were a person deriving title from the Owner.
- 7.6 **Right of access**
- 7.6.1 Without prejudice to the Council's statutory rights of entry, the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 7.7 **No waiver**
- 7.7.1 No waiver (whether express or implied) by the Council of any breach of or default by the Owner in performing or observing any of the terms of or covenants, obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms, covenants, obligations or restrictions or from acting upon any subsequent breach or default in respect of any of them by the Owner.
- 7.8 **No Fetter on Discretion**
- 7.8.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.9 **Severance**
- 7.9.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Agreement.
- 7.10 **Indexation**
- 7.10.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.
- 7.11 **Interest on unpaid monies**

7.11.1 If any Contribution or other sum due under this Agreement is paid after its Due Date, the Owner shall pay to the Council interest at the rate of four percent (4%) per annum above the base rate of the Bank of England for the time being in force on:

- (a) the sum of the Contribution due; or
- (b) on any amount of that Contribution due.

7.11.2 Any interest payable pursuant to Clause 7.11.1 shall:

- (a) be calculated from the Due Date of the Contribution up to the date of actual payment of the Contribution (or the relevant part of it); and
- (b) be deemed to be part of the Contribution or sum due to which such interest relates.

7.12 Payments to the Council

7.12.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

Account: Reading Borough Council quoting reference: S106/ 241501/030490 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation,

and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 7.13.

7.13 Notice

7.13.1 Any notice or other written communication to be served by one Party upon another under the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the Party to be served at its address in accordance with this Clause.

7.13.2 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.

7.13.3 The address for any notice or other written communication is the address given for that Party in its definition in this Agreement, or such other address as has been notified in writing to the other Parties in accordance with this Clause.

7.14 Consents and Approvals

7.14.1 In this Agreement where the agreement, Approval, consent or any other expression of satisfaction is required from the Council that agreement, Approval, consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

7.15 Dispute Resolution

7.15.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement either Party may at any time require by notice in writing to the other Party an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 7.15 and as follows:

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of the Law Society;
- (b) in the case of a dispute regarding physical works or other technical matters referred to in the Schedules to a member of the Institution of Civil Engineers to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution; or
- (c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution.

7.15.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.

7.15.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 7.15.1.

7.15.4 The Expert shall be entitled to invite written representations from each of the Parties and thereafter there shall be an opportunity for each Party to comment on the other's representations.

7.15.5 The Expert shall act as an expert and not as an arbitrator.

7.15.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.

7.15.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.

7.15.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.

7.15.9 Nothing in Clauses 7.15.1 – 7.15.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

7.16 **Future Section 73 and 73B Permission(s)**

7.16.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to sections 73 or 73B of the 1990 Act (**Future Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 or 73B of the 1990 Act:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future Permission(s); and

- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future Permission(s), the Future Permission(s) granted pursuant to that application and the development permitted by that Future Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Future Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future Permission(s)):

'The obligations in this Agreement relate to and bind the Application Land in respect of development pursuant to a new planning permission reference [] granted on [] 20[] pursuant to section 73 or 73B of the Town and Country Planning Act 1990 (as amended).'

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under sections 73 and 73B of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined by the Council.

7.17 Third Party Rights

7.17.1 Unless the right of enforcement is expressly granted and except in relation to:

- (a) any successor bodies of the Council; and
- (b) any successors in title of and those deriving title under the Owner (unless excluded from liability under this Agreement),

it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.17.2 This Agreement may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

7.18 Local Land Charge

7.18.1 This Agreement is and shall be registered as a local land charge by the Council.

7.19 Change of Ownership

7.19.1 Save for any disposal to a statutory undertaker or any interest granted in an individual Co-Living Unit, the Owner shall provide the Council with written notice of any change in ownership of its interest in the Application Land before all the obligations under this Agreement have been discharged within ten (10) Working Days of any such change occurring PROVIDED THAT such written notice shall include details of the name and address of the current and new owner of such interest(s) together with details of that part of the Application Land to which each of their interests apply.

7.20 Jurisdiction

7.21 This Agreement is governed by and interpreted in accordance with the law of England.

7.22 Warranty

7.22.1 The Owner warrants that:

- (a) insofar as the Owner is aware, no person other than the Owner has any legal or equitable interest in the Application Land; and

- (b) no consent is necessary to make this Agreement binding on the Application Land and any estates and interests therein.

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

Schedule 1 - Plans and Drawings

Drawing number GFR-DAA-XX-XX-DR-A-01000_P1 (Application Land)

Drawing number GFR-DAA-ZA-00-DR-A-03100 Rev P3 (First Community Facilities Plan)

Drawing number GFR-DAA-ZA-07-DR-A-03107 Rev P2 (Second Community Facilities Plan)

Drawing number GFR-DAA-ZA-12-DR-A-03112 Rev P2 (Third Community Facilities Plan)

Drawing Number 126 HGL XX 00 DR L 0001 Rev P01 (Illustrative Landscaping Masterplan)

[illegible]

Notes



14



REV	NOTES	DATE	BY	AUTH
P1	Planning Issue	Nov 24	Rp	TP

DARLING ASSOCIATES
ARCHITECTS

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London SW1P 1PQ
UK
mail@darlingassociates.net
www.darlingassociates.net
+44 20 7630 0500

DRAWING STATUS	ISO STATUS
Planning	.
TITLE	
Existing	
Site Location Plan	
PROJECT	
20-30 Greyfriars Road, Reading	
SCALE AT A3:	DAA JOB NO.
1:1250	
DRAWING NO.	REV.
GFR - DAA - XX - XX - DR - A - 01000	P1



GENERAL NOTES

The drawing is copyright of Darling Associates. This drawing shall not be scaled. All dimensions are in mm unless otherwise stated. All dimensions shall be checked on site prior to commencing the works and any discrepancies shall be reported to the architect immediately. The architect shall not be responsible for any building regulations and other statutory requirements. All materials and workmanship shall conform with the relevant British Standard specifications and codes of practice. If this drawing forms part of an application for planning permission, it shall be used for that purpose only and not for any other purpose without the express permission of Darling Associates. The architect shall not be responsible for any errors or omissions in this drawing and shall accept responsibility for the integrity and accuracy of such information. Any clarification and/or additions that are required shall be in writing and shall be signed by the architect.

Drawings, specifications and schedules are to be read in conjunction with the following where applicable: Building Regulations, Part L, Part M, Part S, Part T, Part U, Part V, Part W, Part X, Part Y, Part Z, Part AA, Part AB, Part AC, Part AD, Part AE, Part AF, Part AG, Part AH, Part AI, Part AJ, Part AK, Part AL, Part AM, Part AN, Part AO, Part AP, Part AQ, Part AR, Part AS, Part AT, Part AU, Part AV, Part AW, Part AX, Part AY, Part AZ, Part BA, Part BB, Part BC, Part BD, Part BE, Part BF, Part BG, Part BH, Part BI, Part BJ, Part BK, Part BL, Part BM, Part BN, Part BO, Part BP, Part BQ, Part BR, Part BS, Part BT, Part BU, Part BV, Part BW, Part BX, Part BY, Part BZ, Part CA, Part CB, Part CC, Part CD, Part CE, Part CF, Part CG, Part CH, Part CI, Part CJ, Part CK, Part CL, Part CM, Part CN, Part CO, Part CP, Part CQ, Part CR, Part CS, Part CT, Part CU, Part CV, Part CW, Part CX, Part CY, Part CZ, Part DA, Part DB, Part DC, Part DD, Part DE, Part DF, Part DG, Part DH, Part DI, Part DJ, Part DK, Part DL, Part DM, Part DN, Part DO, Part DP, Part DQ, Part DR, Part DS, Part DT, Part DU, Part DV, Part DW, Part DX, Part DY, Part DZ, Part EA, Part EB, Part EC, Part ED, Part EE, Part EF, Part EG, Part EH, Part EI, Part EJ, Part EK, Part EL, Part EM, Part EN, Part EO, Part EP, Part EQ, Part ER, Part ES, Part ET, Part EU, Part EV, Part EW, Part EX, Part EY, Part EZ, Part FA, Part FB, Part FC, Part FD, Part FE, Part FF, Part FG, Part FH, Part FI, Part FJ, Part FK, Part FL, Part FM, Part FN, Part FO, Part FP, Part FQ, Part FR, Part FS, Part FT, Part FU, Part FV, part FW, part FX, part FY, part FZ, part GA, part GB, part GC, part GD, part GE, part GF, part GH, part GI, part GJ, part GK, part GL, part GM, part GN, part GO, part GP, part GQ, part GR, part GS, part GT, part GU, part GV, part GW, part GX, part GY, part GZ, part HA, part HB, part HC, part HD, part HE, part HF, part HG, part HH, part HI, part HJ, part HK, part HL, part HM, part HN, part HO, part HP, part HQ, part HR, part HS, part HT, part HU, part HV, part HW, part HX, part HY, part HZ, part IA, part IB, part IC, part ID, part IE, part IF, part IG, part IH, part II, part IJ, part IK, part IL, part IM, part IN, part IO, part IP, part IQ, part IR, part IS, part IT, part IU, part IV, part IW, part IX, part IY, part IZ, part JA, part JB, part JC, part JD, part JE, part JF, part JG, part JH, part JI, part JJ, part JK, part JL, part JM, part JN, part JO, part JP, part JQ, part JR, part JS, part JT, part JU, part JV, part JW, part JX, part JY, part JZ, part KA, part KB, part KC, part KD, part KE, part KF, part KG, part KH, part KI, part KJ, part KK, part KL, part KM, part KN, part KO, part KP, part KQ, part KR, part KS, part KT, part KU, part KV, part KW, part KX, part KY, part KZ, part LA, part LB, part LC, part LD, part LE, part LF, part LG, part LH, part LI, part LJ, part LK, part LL, part LM, part LN, part LO, part LP, part LQ, part LR, part LS, part LT, part LU, part LV, part LW, part LX, part LY, 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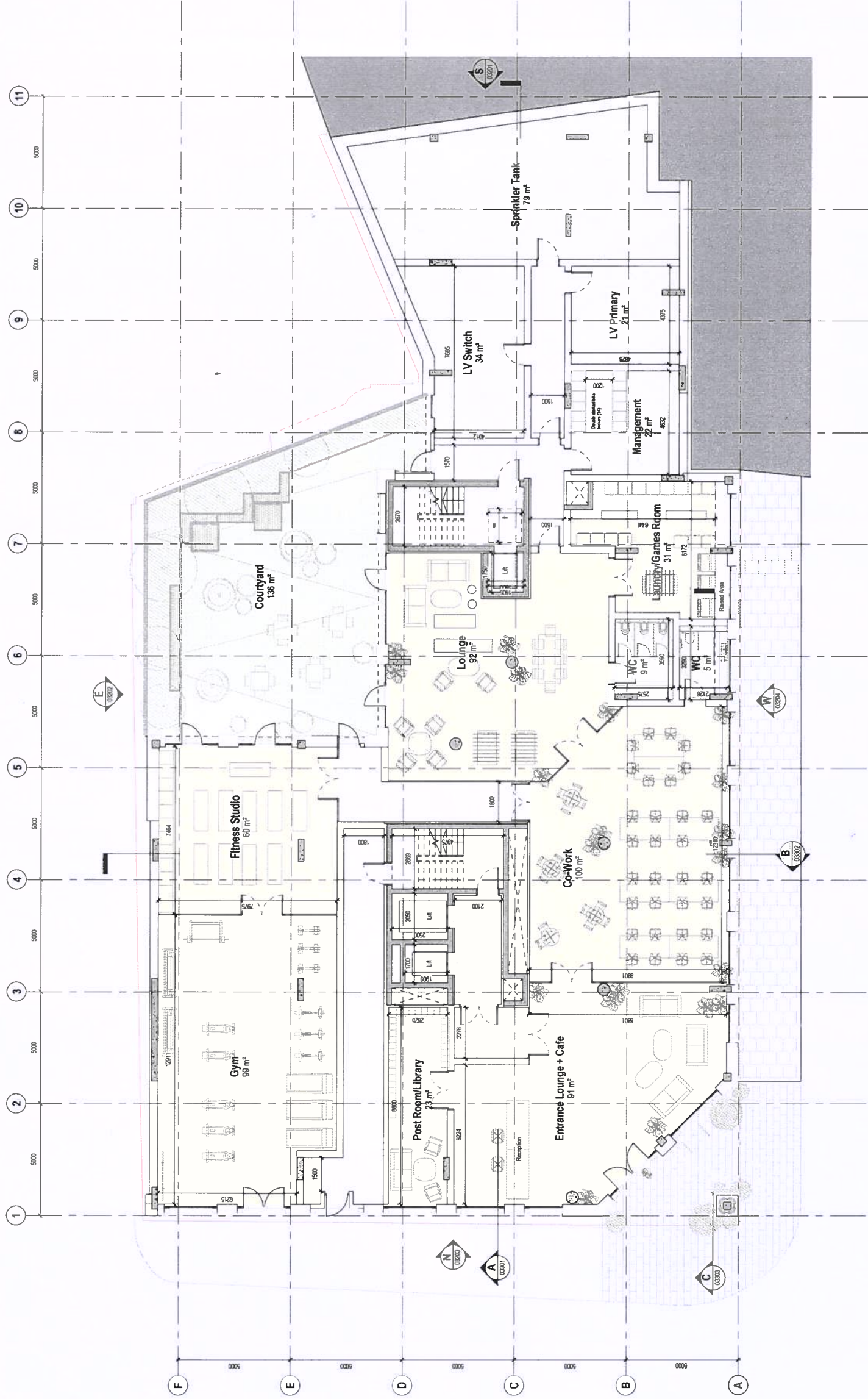
NOTES

- Internal Shared Amenity
- Ancillary & Plant
- External Amenity
- Standard Co-living Unit
- Large Co-living Unit

Q. L. Sekhar

After

Q. L. Sekhar



REV	NOTES	DATE	BY	AUTH
P3	Planning Review - Site Storage Updated	Nov 2025	RP	TP
P2	Planning Review - Site Storage Updated	Nov 2024	RP	TP
P1	Planning Review - Site Storage Updated	Nov 2024	RP	TP

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DRAWING STATUS
Planning

TITLE
03-Proposed
Ground Floor Plan

PROJECT

20-30 Greyfriars Road, Reading

SCALE: A1
1 : 100
SCALE: A3
1 : 200
DATA JOB NO
23022

DRAWING
GFR-DAA-ZA-00-DR-A-03100

REV
P3

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Drawings, specifications and schedules are to be read in conjunction with the following where applicable: Employer's Requirements documents, Agreements to Lease, Structural Engineer's drawings and specifications, Civil Engineer's drawings and specifications, Survey Drawings, Party Wall Boundary Awards. Other specialist design consultants' requirements as appointed by the Main Contractor. Other specialist design sub-contractor's requirements as appointed by the Main Contractor.

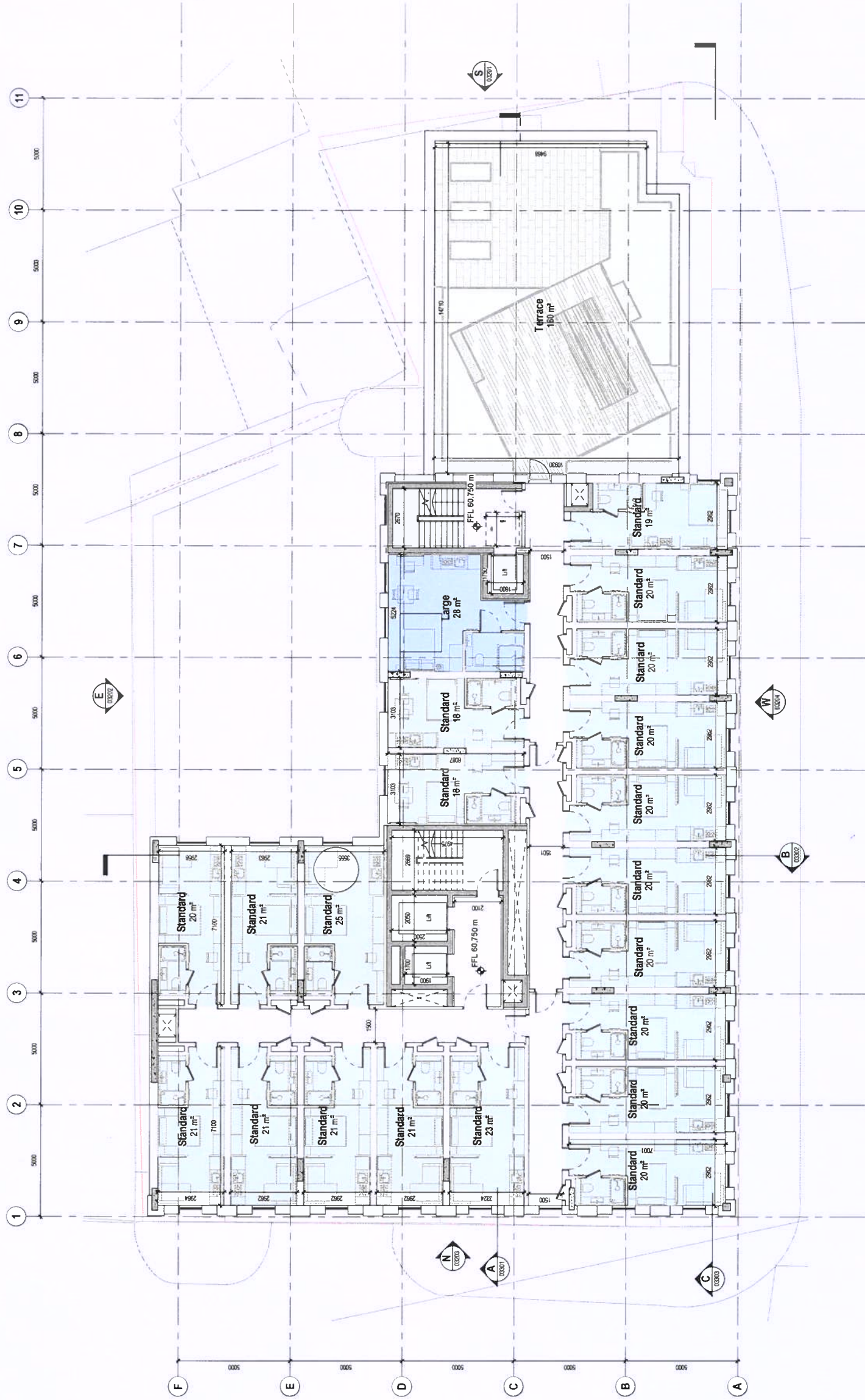
P = Preliminary C = Contractual



NOTES

- Internal Shared Amenity
 Ancillary & Plant
 External Amenity
 Standard Co-living Unit
 Large Co-living Unit

Q. 10



REV	NOTES	DATE	BY	AUTH
P2	Planning Re-Issue	Jan 2025	RP	TP
P1	Planning Issue	Nov 2024	RP	TP

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DRAWING STATUS

Planning

TITLE	DATE	BY	NO.	PRICE	REMARKS
...	...	...	...	...	...

03-Proposed

Seventh Floor Plan

PROJECT
20-30 Greyfriars Road, Reading

SCALE AT A1. **SCALE AT A3.**

1 : 100 **1 : 200**

DAA JOB NO. **23022**

DRAWING REV 001

GFR-DAA-ZA-07-DR-A-03107

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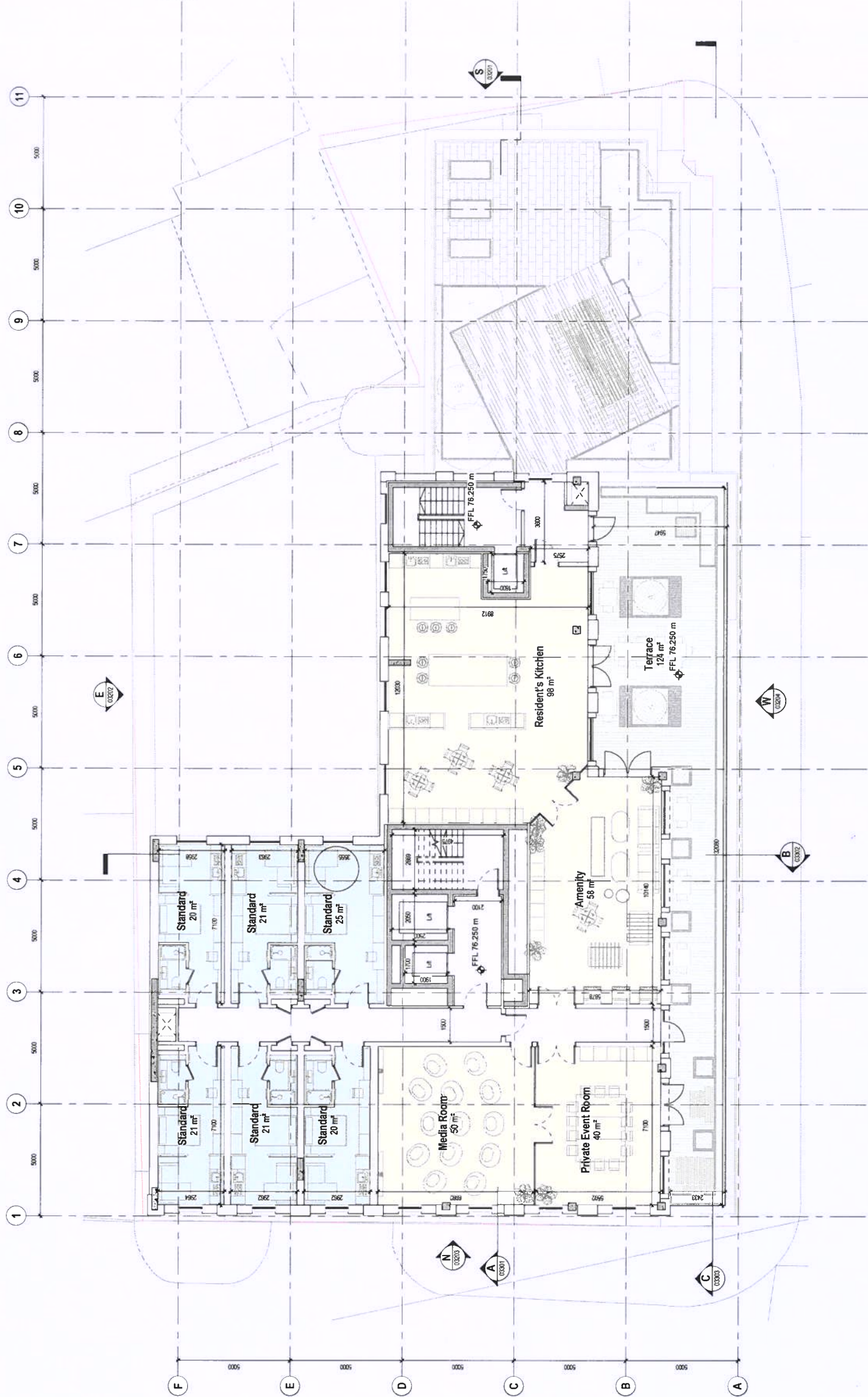
Drawings, specifications and schedules are to be read in conjunction with the following when applicable: Underwriter's Requirements documents, Agreements to Lease, Structural Engineer's drawings and specifications, Civil Engineer's drawings and specifications, Survey Drawings, Party Wall Boundary Award, and other specialist design consultant's requirements as appointed by the Main Contractor. Other specialist design sub-contractor's requirements as appointed by the Main Contractor.



NOTES

- ☐ Internal Shared Amenity
☐ Ancillary & Plant
☐ External Amenity
☐ Standard Co-living Unit
☐ Large Co-living Unit

Q. 10



REV	NOTES	DATE	BY	AUTH
P2	Planning Re-Issue	Jan 2025	RP	TP
P1	Planning Issue	Nov 2024	RP	TP

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DRAWING STATUS

Planning

TITLE

03-Proposed Twelfth Floor Plan

PROJECT

20-30 Greyfriars Road, Reading

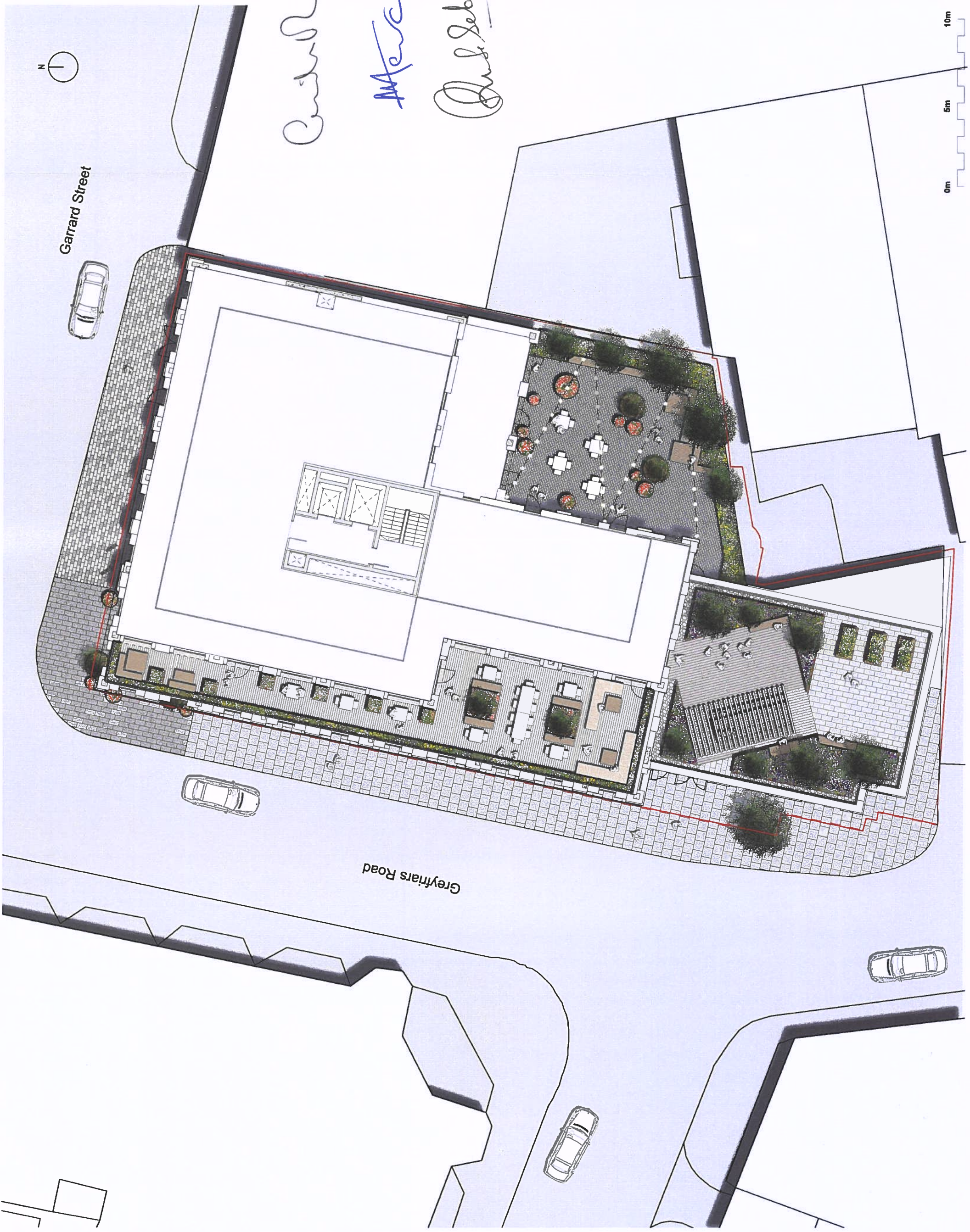
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SCALE AT A3: 1:200
DAA JOB NO: 23022

DRAWING **REV**

DRAWING
GFR-DAA-ZA-12-DR-A-03112

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NOTES
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REV	AMENDMENT / ISSUE	DATE

HENSHALL GREEN
LANDSCAPE ARCHITECTS
www.henshallgreen.com

CLIENT	Elder Developments (Greyfriars) Ltd
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PROJECT	20-30 Greyfriars Road Reading
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DRAWING	Illustrative Landscape Masterplan
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Planning STATUS	October 2024	1:100 @ A1 SCALE
DATE	October 2024	1:100 @ A1 SCALE
DRAWING No.	128 HGL XX 00 DR L 0001	P01 REVISION

Schedule 2 – The Development

Demolition of the existing building and the erection of a part-7, part-13 storey co-living building (Sui Generis) and associated communal amenity facilities, refuse storage, cycle parking and plant equipment.

Schedule 3 – Affordable Housing

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

Affordable Housing means housing accommodation to be provided with some degree of financial subsidy enabling it to be delivered for sale or rent at a price or on rent terms which are lower than the prevailing open market for similar housing within Reading;

First Affordable Housing Contribution means the sum of EIGHT HUNDRED AND NINETY-ONE THOUSAND FIVE HUNDRED POUNDS (£891,500.00) to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area;

Occupation Notice means a notice to be served by the Owner upon the Monitoring Officer confirming the date upon which the Development will be Occupied;

Second Affordable Housing Contribution means the sum of ONE MILLION SEVEN HUNDRED AND EIGHTY-THREE THOUSAND POUNDS (£1,783,000.00) to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area;

Third Affordable Housing Contribution means the sum of EIGHT HUNDRED AND NINETY-ONE THOUSAND FIVE HUNDRED POUNDS (£891,500.00) to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area.

2 Affordable Housing Contribution

- 2.1 To serve an Occupation Notice no less than 5 Working Days prior to Occupation of the Development.
- 2.2 Not to Occupy the Development unless and until the Occupation Notice has been served upon the Council.
- 2.3 Not to Occupy more than sixty-six (66) of the Co-Living Units unless and until the First Affordable Housing Contribution has been paid to the Council in full.
- 2.4 Not to Occupy more than one hundred and thirty-three (133) of the Co-Living Units unless and until the Second Affordable Housing Contribution has been paid to the Council in full.
- 2.5 Not to Occupy more than one hundred and ninety-eight (198) of the Co-Living Units unless and until the Third Affordable Housing Contribution has been paid to the Council in full.

Schedule 4 – Employment, Skills and Training

1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

Apprenticeship means a job in which a Local Resident is in paid employment which:

- a) includes training;
- b) meets an apprenticeship standard or framework listed on the Government's Education and Skills Funding Agency's list of apprenticeship standards or frameworks; and
- c) is delivered by an apprenticeship training provider approved by the Education and Skills Funding Agency and on their register of apprenticeship training providers.

CITB Apprenticeship means a training course which:

- a) is not less than 3 months long;
- b) is approved by the Construction Industry Training Board (company registered in England and Wales Charity No 264289) or its partner organisation Co Train (Company No: 5338703); and
- c) provides an on-site work experience programme alongside a college-based course.

Construction ESP means an employment and training delivery plan to be prepared by the Owner and Approved by the Council in respect of the construction of the Development that:

- a) identifies the skills, demands and needs generated by the construction of the Development;
- b) identifies and promotes in collaboration with the Partner Organisation (or any other organisation as the Council may nominate) employment opportunities generated by the construction of the Development;
- c) identifies the skills areas that a construction training programme should seek to address and outlines the training and education assistance that will be offered;
- d) targets Local Residents and NEET Residents (although not to the exclusion of people from outside the Local Area) in relation to the construction of the Development;
- e) sets the means of and timetable for implementing and seeking to achieve the identified objectives of the Approved Construction ESP, in accordance with appendix 1 of the Employment Skills and Training SPD, including anticipated Apprenticeships, CITB Apprenticeships, Paid Work Experience Placements, Training Initiatives and Unpaid Work Experience Placements;
- f) provides for reporting mechanisms as to progress in implementing and/or achieving the objectives of the Approved Construction ESP on a minimum quarterly basis;

- g) identifies a named person who will monitor progress of the strategy in achieving its targets and objectives and report to the Council via its Partner Organisation on a minimum quarterly basis; and
- h) identifies any potential for local businesses to be included in tender lists, as part of a local procurement agreement;

Construction ESP Contribution means the sum of TWENTY-FOUR THOUSAND ONE HUNDRED AND EIGHTY-TWO POUNDS AND FIFTY PENCE (£24,182.50) to be paid by the Owner to the Council to be used towards the Employment and Skills Measures;

Construction ESP Monitoring Fee means the sum of TWENTY-FIVE POUNDS (£25.00) for each agreed Training Output in respect of any Construction ESP that is Approved by the Council, to be used by the Council towards the monitoring and co-ordinating of that Construction ESP;

Educational Establishment means a school, college or university in the Local Area providing higher education or specialised professional or vocational training;

Employment and Skills Measures means a range of employment skills and training measures to be developed by the Council and the Partner Organisation to provide employment opportunities and training for the Local Residents during the construction and end user stages of the Development in accordance with the Employment Skills and Training SPD;

Employment Skills and Training SPD means the Employment Skills and Training Supplementary Planning Document as adopted by the Council;

Local Resident means a person living within the Local Area or within 16 kilometres of the boundary of the Local Area;

National Minimum Wage means a wage in accordance with the National Minimum Wage Act 1998;

NEET Resident means a Local Resident aged 16 to 24 not in employment, education or training;

Paid Work Experience Placement means a placement where a Local Resident is:

- a) employed for at least six weeks; and
- b) paid at least the National Minimum Wage;

Partner Organisation means the economic development company Reading UK CIC t/a REDA (Co. Registration No. 5671172) whose registered office is at 5th Floor, Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC t/a REDA and nominated by the Council;

Training Initiative means a training programme (Approved by the Council or its Partner Organisation) with an Educational Establishment to promote and provide construction sector skills training;

Training Output means each Apprenticeship, CITB Apprenticeship, Paid Work Experience Placement, Training Initiative and Unpaid Work Experience Placement relating to the Construction ESP;

Unpaid Work Experience Placement means a placement for a Local Resident in unpaid employment for a period between one to six weeks.

2 Construction ESP Contribution

2.1 Unless the Owner gives written notice to the Council that it wishes to prepare the Construction ESP (in which case Paragraph 3 shall apply):

2.1.1 to pay the Construction ESP Contribution to the Council at least 3 (three) months before Commencement of Development; and

2.1.2 not to Commence the Development unless and until the Construction ESP Contribution has been paid to the Council in full.

2.2 On payment of the Construction ESP Contribution in accordance with Paragraph 2.1, the provisions of Paragraph 3 shall cease to have effect.

3 Construction ESP

3.1 If the Owner gives notice in accordance with Paragraph 2.1:

3.1.1 to submit the Construction ESP to the Council for Approval no later than three (3) months before Commencement of Development;

3.1.2 not to Commence Development unless and until the Construction ESP has been Approved;

3.1.3 to use Reasonable Endeavours to comply in full with the Approved Construction ESP;

3.1.4 to pay the Construction ESP Monitoring Fee to the Council within ten (10) Working Days of Approval of the Construction ESP; and

3.1.5 to provide the Council with such evidence as the Council may reasonably require in order to show compliance with the Construction ESP within five (5) Working Days of Practical Completion of the Development.

3.2 Where the Council reasonably considers that the Approved Construction ESP has not been complied with in full, the Council may notify the Owner:

3.2.1 setting out its concerns with regards to any non-compliance with the Approved Construction ESP; and

3.2.2 requesting the Owner takes specified reasonable steps in order to comply with the Approved Construction ESP; and

3.2.3 the Owner shall be entitled to respond to the notice if it disagrees with the Council's concerns with regards to the non-compliance with the Approved Construction ESP and if the disagreement cannot be resolved amicably the matter may be referred to dispute resolution in accordance with clause 7.15 of this Agreement.

3.3 Subject to paragraph 3.2.3 above, if the Owner has not complied with the Approved Construction ESP within twenty-eight (28) days of a notice given in accordance with paragraph 3.2 then:

3.3.1 the Council may request the payment of:

(a) the Construction ESP Contribution; or

(b) such sum not exceeding the Construction ESP Contribution as the Council may reasonably determine,

provided that such sum is proportionate to the nature and extent of the non-compliance with the Approved Construction ESP; and

3.3.2 the Owner shall pay the sum requested to the Council within fourteen (14) days of such request or such longer period as the Parties may agree.

Schedule 5 – Transport and Public Realm

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

1980 Act means the Highways Act 1990;

Car Club Bays means two on-street car club bays, in a location to be Approved by the Council, to include the procurement of a car club vehicle for a duration of 5 years from the later of:

- (a) first Occupation of the Development; and
- (b) the date the Car Club Bays are first available for use;

Highways Agreement means an agreement entered into pursuant to all powers enabling and in particular pursuant to any one or more of sections 38, 72, 142 and 278 of the 1980 Act to provide for and regulate the carrying out of the Highway Works and the agreement shall include but not be limited to:

- a) the securing of a bond (or provision of alternative security) to ensure that third party funds are available to complete the Highway Works to the reasonable satisfaction of the Council;
- b) the payment of the Council's reasonable and proper works inspection fees, maintenance fees, special orders fees, supervision fees and any other such fees as the Council shall reasonably require to the extent the same relate to the Highway Works;
- c) the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Highway Works;
- d) payment of the Council's reasonable and proper legal and other fees associated with the drafting negotiating and completion of the Highway Agreement;
- e) the preparation and advance approval of works drawings and traffic management measures in respect of the Highway Works;
- f) the certification and maintenance of the Highway Works;
- g) the regulating of the issue of the appropriate works and access licence to enable the Highway Works to be carried out by or on behalf of the Owner;
- h) clauses dealing with (if relevant) dedication as highway of any land the subject of the Highway Works which is not already highway and the adoption of the highway by the Council; and
- i) the standards, procedures and timings for carrying out the Highway Works;

Highway Works means the following works:-

- a) Facilitation of the closure of the existing vehicular dropped crossing on Garrard Street, resulting from the removal of the existing vehicular access to the basement car park, and reinstatement and alignment of the footway on Garrard Street;
- b) Resurfacing of Garrard Street and Greyfriars Road footways in the areas shown in the Illustrative Landscaping Masterplan;

c) Provision of the Car Club Bays; and

d) Provision of the Street Trees;

Illustrative Landscaping Masterplan means the plan labelled 126 HGL XX 00 DR L 0001 Rev P01 annexed to this Agreement;

Initial Street Tree Maintenance Contribution means the sum of NINE HUNDRED AND NINETY POUNDS (£990.00) to be used by the Council (if received) towards the maintenance of the Street Trees;

Long-term Street Tree Maintenance Contribution means the sum of FIVE THOUSAND ONE HUNDRED POUNDS (£5,100.00) to be used by the Council (if received) towards the maintenance of the Street Trees;

Road Traffic Order Contribution means the sum of FIVE THOUSAND POUNDS (£5,000.00) to be used by the Council (if received) towards amendments to road traffic orders as required for the provision of the Car Club Bays;

2 Street Tree Scheme

2.1 Not to Occupy the Development until a scheme ("the Street Tree Scheme") has been Approved by the Council.

2.2 The Street Tree Scheme must include:

2.2.1 details for the provision of no less than three (3) trees ("the Street Trees") on Greyfriars Road or Garrard Street or, if those locations are not feasible, such other location within the vicinity of the site as may be Approved by the Council; and

2.2.2 a timetable for the provision of the Street Trees.

2.3 To implement and observe in full the terms of the Street Tree Scheme.

3 Street Tree Maintenance

3.1 To pay the Initial Street Tree Maintenance Contribution to the Council in full prior to the provision of any of the Street Trees.

3.2 To pay the Long-term Street Tree Maintenance Contribution to the Council in full no later than twelve (12) months from the provision of any of the Street Trees.

4 Transport

4.1 Not to Occupy the Development unless and until the Road Traffic Order Contribution has been paid to the Council in full.

4.2 Not to Occupy the Development unless and until the Car Club Bays are available for use but provided always that the relevant highway and traffic orders and consents have been obtained to enable such Car Club Bays to be provided and if such orders or consents have not been obtained despite the Owner using Reasonable Endeavours to do so prior to Occupation then the Occupation restriction shall cease to have effect BUT for the avoidance of doubt the requirement to continue to use Reasonable Endeavours to make the Car Club Bays available for use shall remain.

5 Highways Agreement

5.1 To complete the Highways Agreement no later than three (3) months following Commencement of the Development.

Schedule 6 – Health

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

Health Purposes means a solution, identified by the Integrated Care Board, to provide additional primary clinical capacity in order to mitigate the impact of the Development on primary care functions in local GP practices in Abbey Ward and adjacent wards;

Health Contribution means the sum of EIGHTY-SIX THOUSAND FOUR HUNDRED POUNDS (£86,400.00) to be used by the Council (if received) towards the Health Purposes within the Local Area;

Integrated Care Board means the Integrated Care Board for the Local Area or any successor body.

2 Health Contribution

- 2.1 Not to Occupy the Development unless and until the Health Contribution has been paid to the Council in full.

Schedule 7 – Leisure and Open Space

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

Leisure Contribution means the sum of SIXTY-SIX THOUSAND FIVE HUNDRED POUNDS (£66,500.00) to be used by the Council (if received) towards the provision of open space and/or leisure improvements within Thames Parks;

Thames Parks means the following sites within the Local Area:

- a) Caversham Court Gardens;
- b) Church Meadows;
- c) Hills Meadow;
- d) View Island;
- e) Kings Meadow (including former Huntley and Palmer sports ground and Coal Woodland);
- f) The Thames Promenade;
- g) Rivermead and Cow Lane;
- h) Scours Lane; and
- i) Bucks Eyot.

2 Leisure Contribution

- 2.1 Not to Occupy the Development unless and until the Leisure Contribution has been paid to the Council in full.

Schedule 8 – Co-Living Units

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

Communal Facilities means those areas marked as:

- a) Gym, fitness studio, courtyard, post room/library, entrance lounge and café, co-work, lounge, laundry/games room on the First Communal Facilities Plan;
- b) Seventh Floor - Terrace on the Second Communal Facilities Plan; and
- c) Twelfth Floor - Media Room, Private Event Room, Amenity Room, Residents' Kitchen and Terrace on the Third Communal Facilities Plan;

First Communal Facilities Plan means the plan labelled GFR-DAA-ZA-00-DR-A-03100 Rev P3 annexed to this Agreement;

Management Company means the company responsible for:

- a) the letting and management of the Co-Living Units;
- b) the management of the Communal Facilities; and
- c) the operation of all services provided to Occupiers;

Management Plan means a document setting out the management of the Development, and shall include but not be limited to:

- a) The number of residents;
- b) The required standards of professional management of the Co-Living Units;
- c) Management and maintenance of internal and external communal spaces and overall maintenance, including detail regarding hours of operation and resourcing of communal areas;
- d) Tenancy matters, including:
 - i. lengths of tenancies;
 - ii. a prohibition on sub-letting of Co-Living Units by Occupiers;
 - iii. arrangements for tenants moving in and out;
 - iv. details of the management of tenancies where an Occupier's situation changes, including in cases of unemployment, pregnancy, adoption etc.; and
 - v. a commitment to meeting or exceeding the standards set out in the Council's "Rent With Confidence" scheme;
- e) Marketing arrangements, including:
 - i. the promotion of inclusiveness of the development, with appropriate awareness of the accessible room provision and other features that cater to diversity of need rather than a particular demographic; and

- ii. that availability of co-living rooms must be advertised on a recognised lettings listing or portal;
- f) Details of a prompt issue-resolution system;
- g) A cap on the number of Students that may Occupy the Co-Living Units and a requirement that any Students must be enrolled in an educational institution within the Local Area;
- h) Details of a cycle hire scheme to be made available to Occupiers;
- i) Details of social value opportunities and engagement with the local community;
- j) The provision of:
 - i. operational services; and
 - ii. concierge services;
- k) Events management;
- l) Staffing arrangements;
- m) Cleaning and linen changing of both private and communal areas;
- n) Delivery arrangements for both servicing of the development as a whole and for individual residents, including storage of deliveries when resident is not immediately available;
- o) Security arrangements and measures, including CCTV;
- p) Safety procedures, including fire safety; and
- q) Monitoring and review of the management plan;

Second Communal Facilities Plan means the plan labelled GFR-DAA-ZA-07-DR-A-03107 Rev P2 annexed to this Agreement;

Service Charges means the charges levied by the Owner and/or any Management Company for the provision of Services to the Co-Living Units and for the maintenance, repair and/or management of the Development;

Services means all services provided to Occupiers, including Utilities, Communal Facilities and services included in the Management Plan;

Student means a person undertaking a full-time course of education for the purposes of Paragraphs 3 and 4 to Schedule 1 of The Council Tax (Discount Disregards) Order 1992;

Third Communal Facilities Plan means the plan labelled DAA-ZA-12-DR-A-03112 Rev P2 annexed to this Agreement;

Use Classes Order means the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) Order 2005 and the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 and any other amendments to the Use Classes Order that are made on or before the date of this Agreement but (for the avoidance of doubt) excluding any statutory revision, amendment or re-enactment of the Use Classes Order that is made after the date of this Agreement;

Utilities means electricity, gas, water, drainage, heating, ventilation and air conditioning, electronic communications and all other utilities.

2 Management Plan

- 2.1 Not to Occupy the Development until the Management Plan has been Approved by the Council.
- 2.2 To implement and observe in full the terms of the Management Plan or such amended plan as Approved from time to time.
- 2.3 To pay an additional monitoring fee of THREE HUNDRED AND SIXTY POUNDS (£360.00) within twenty (20) Working Days of the Approval of each amended Management Plan.

3 Management Company

- 3.1 To notify the Council of the Management Company within one month of Practical Completion of the Co-Living Units.
- 3.2 Not to allow more than one Management Company at any one time.

4 Communal Facilities

- 4.1 To provide the Occupiers with access to the Communal Facilities.
- 4.2 To ensure that access to the Communal Facilities (including terms of use and any charges) is the same for all Occupiers, and in particular not to distinguish between Occupiers in this regard based on the size of Co-Living Unit Occupied or the length of the Occupier's tenancy.

5 Restrictions on Occupation

- 5.1 Not to allow the Occupation of:
 - 5.1.1 the Development by more than two hundred and sixty-six (266) Occupiers; and
 - 5.1.2 each Co-Living Unit by more than one Occupier.

6 Restrictions on Use

- 6.1 Not to use the whole or any part of the Development for any other use than the co-living (sui generis) use, and in particular not to use the whole or any part of the Development:
 - 6.1.1 as a hotel or hostel;
 - 6.1.2 as a self-contained dwelling falling with Class C3 of the Use Classes Order; or
 - 6.1.3 for commercial short-term letting for periods of occupation of less than three (3) months.

7 Tenancy Details

- 7.1 To ensure that the rents charged to Occupiers are inclusive of Service Charges, Utilities and council tax.
- 7.2 To ensure that Service Charges are set no higher than the cost of provision of the Services.

Schedule 9 – CCTV Connectivity

1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

CCTV Scheme means a scheme for the provision of two external CCTV cameras on the Development to cover the Greyfriars Road frontage which:

a) Ensures that the system:

- i. Accords with the reasonable requirements of the Council and Thames Valley Police for such a system;
- ii. Is compatible with the system used by Thames Valley Police;
- iii. Is linked to the CCTV system operating in Central Reading;
- iv. Provides for connection to and control by the Council's town centre CCTV system (also controllable by the Council and Thames Valley Police);
- v. Secures access to the CCTV operation for the lifetime of the Development for the Council and Thames Valley Police; and
- vi. Addresses data sharing and data protection issues; and

b) Provides a timetable for the provision of the system

2 CCTV Scheme

2.1 Not to Practically Complete the Development unless and until the CCTV Scheme has been Approved by the Council.

2.2 To implement and observe in full the terms of the CCTV Scheme.

Schedule 10 - Council's obligations

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

Prescribed Period means the period commencing on the later of:

- (a) the Due Date; and
- (b) where payment of a Contribution is received by the Council after the Due Date, the date of actual receipt of the relevant payment,

and expiring at the end of ten (10) full financial years (ending 31 March) immediately following the end of either the financial year in which the Due Date falls in the case of (a) above or the financial year in which the actual payment is received by the Council in the case of (b) above.

2 Contributions

- 2.1 Not to use the Contributions (or any part of any of them) otherwise than for the purposes specified in this Agreement and for no other purposes unless otherwise agreed in writing by the Owner.

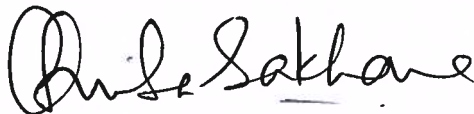
- 2.2 Following receipt of a written request from the person who paid the relevant Contribution, to re-pay to that person such Contribution (or part of that Contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:

- (a) any such written request for repayment must be made within six (6) months of the expiration of the Prescribed Period; and
- (b) the Council shall not be required to return any part of the Contribution if it does not receive such a request within six (6) months of expiration of the Prescribed Period.

- 2.3 If a written request for repayment of any Contribution is not received as specified in paragraph 2.2 above, any remaining Contribution (or part of the Contribution) including any interest on any balance then held by the Council shall be used by the Council for any other purpose identified for any other Contribution in this Agreement or for the benefit of the Local Area in the vicinity of the Development.

Execution Page

EXECUTED (BUT NOT DELIVERED)
UNTIL THE DATE HEREOF) by)
the affixing of THE COMMON)
SEAL of READING BOROUGH)
COUNCIL in the presence of:-

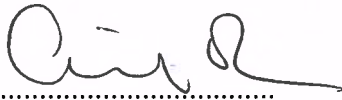


Authorised Signatory

(ANITA SAKHARE)

Minute	See ODN
Originator	DA
Seal No.	480/25
Checked	AS.

Executed as a Deed by)
ELDER DEVELOPMENTS)
(GREYFRIARS) LIMITED)
acting by a CHARLES HUSTLER, a)
director and ANDREW MCLAREN, a)
director)



Director



Director